



Please read the terms and conditions set out below carefully.

## GENERAL TERMS & CONDITIONS

- 1.1 The Client will give INSIGHT MARKETING CONCEPTS ("IMC") a clear brief and ensure that the facts given about the Client's products and services are accurate and in no way misleading.
- 1.2 IMC will cooperate fully with the Client and the Client will make available to IMC all relevant information.

### 2 SERVICES

- 2.1 IMC will provide the services and/or goods and/or other items to the Client as specified in the agreement/order form.
- 2.2 IMC staff will liaise with the Client on a regular basis to ensure that it executes the services referred to in this clause in a competent and professional manner.

### 3 APPROVALS AND AUTHORITY

- 3.1 Where appropriate, after obtaining the Client's general approval, IMC will submit to the Client for specific approval:
  - 3.1.1 Copy layouts artwork storyboards and/or scripts.
  - 3.1.2 Media schedules for time space and other facilities
  - 3.1.3 Estimates of costs
- 3.2.1 The Client's approval of copy and layouts will be IMC's authority to purchase materials/order services.
- 3.2.2 The signature by the Client of a final production authorisation shall in respect of the document or item authorised be conclusive evidence that the Client has checked the document or item for content and accuracy and that the document or item meets the specifications laid down by the Client.
- 3.2.3 The Client's approval of advertising plans programmes campaigns and merchandising promotion schemes will be IMC's authority to make reservations, orders for materials and contracts for space time and other facilities and shall be conclusive evidence that the schedules meet the specification laid down by the Client.
- 3.3 The Client may request IMC to change, reject, cancel or stop, any and all plans, schedules or work in progress and IMC will take all possible steps to comply, provided that it can do so within its contractual obligations with third parties and in the event of any cancellation or amendment the Client agrees to reimburse IMC for any charges or expenses to which IMC are committed and also to pay IMC's fees covering these items.

### 4 CHARGES

- 4.1.1 Quotations are based on the current costs of production and publication space booking and are subject to amendment by IMC or at any time after acceptance to meet any rise in such costs.
- 4.1.2 IMC are entitled to charge Value Added Tax at the current rate in force.
- 4.1.3 IMC are entitled to make a charge for delivery of items if this is required by the customer.
- 4.2.1 IMC's basis of charging is contained in the Schedule hereto and IMC will not commit the

Client to any expenditure apart from that detailed in the Schedule hereto or previously agreed by the client in writing.

- 4.2.2 All work carried out whether experimentally or otherwise at the Client's request will entitle IMC to make a charge in accordance with these terms and conditions.
- 4.3 IMC's agreed fees for Public Relations services are payable monthly in advance.
- 4.3.1 Except where otherwise specified in the Conditions all monies payable to IMC by the customer are payable within thirty days of the date of invoicing.
- 4.3.2 The Client will reimburse IMC in respect of any monies expended by IMC in fulfilling its obligations to the Client.
- 4.3.3 The Client agrees to pay within seven days of presentation any interim invoices in respect of advance or instalment payments required to be made to suppliers.
- 4.3.4 Any special or additional work or projects which are extra to the agreed programme will be costed and upon approval by the Client of such costings will be invoiced in advance.
- 4.3.5 Additional rechargeable expenses incurred by IMC are detailed in the current schedule of charges specified in The Schedule to this agreement or such revised schedule of charges which IMC may deliver to the Client from time to time.
- 4.3.6 IMC may request that it is reimbursed immediately by the Client whenever advance payments or financial commitments in excess of £500 previously authorised by the Client are required to be made on the Client's behalf.
- 4.3.7 If the Client utilises any form of deferred payment, hire purchase, rental or lease to purchase services or goods from IMC and is in default of the associated payment terms IMC may take possession of the supplied goods and halt associated services and as provided by law, deduct the costs of recovery (including legal fees and legal costs) and related costs, and hold the Client responsible for full term settlement for the deliverables.
- 4.3.8 In the case where IMC have agreed at the request of the Client to expedite the provision of services and/or the provision of goods and /or other items the Client agrees to pay IMC a surcharge of 10-50% of IMC's fees otherwise chargeable.
- 4.4 Upon termination of this agreement for any reason whether by notice or otherwise the client will remain liable to pay IMC all monies due to IMC under the terms of any agreement between IMC and the Client.
- 4.5 Invoices not subject to dispute which are not paid within 30 days of the date of the invoice shall be subject to an interest charge from time to time at the rate of 1.5% for each month or part of a month that the invoice remains outstanding.

## **5 COPYRIGHT, INTELLECTUAL PROPERTY AND OTHER RIGHT**

- 5.1 The copyright and/or artwork copy and other work created by IMC for the Client and all intellectual property such as know how designs and all that created by IMC for the Client shall vest initially in IMC.
- 5.2 Upon payment by the Client of all monies due to IMC from the Client IMC will assign such copyright and intellectual property to the Client and IMC shall execute any document properly required to vest any such property legally in the Client.
- 5.3 IMC will retain the copyright and intellectual property in any unused plans and ideas prepared by it and which shall not be used by the Client regardless whether or not the physical embodiment of any such creative work is in the possession of the Client in the form

of copy artwork plates films and similar items.

- 5.4.1 Any use by the Client of any plan idea design or similar material following the termination of this agreement shall entitle IMC to a royalty calculated in accordance with the terms of charging agreed between IMC and the Client in writing.
- 5.4.2 The Client will report to IMC within 30 days of 31st March 30th June 30th September and 31st December during each year during which royalty is payable by the customer the amount of all (manufacture)(supplies) of licence products by the client during the preceding calendar quarter on which royalty is payable in accordance with Clause 6.4.1 and with such report shall pay all royalty shown thereby to be due to IMC.
- 5.4.3 The Client shall keep true and accurate records of all products utilising any plan idea design or similar material produced by IMC and will permit an independent auditor or other person to whom the Client shall have no reasonable objection to inspect at any reasonable time during normal business hours such books and records as may be necessary to determine the correctness of the report and payments under these terms or to obtain information as to the amount of royalties payable in case of failure by the Client to report.
- 5.4.4 All sums payable hereunder shall be paid in full without any deductions whatsoever.
- 5.4.5 All sums payable hereunder are exclusive of Value Added Tax which insofar as applicable shall be paid by the Client at the rate in force on receipt of IMC's invoices.

## **6 MATERIAL**

- 6.1 Metal film glass and other materials used by IMC in the production of type plates moulds stereotypes electrotypes film settings negatives positive and the likes shall remain the exclusive property of IMC.
- 6.2 Negatives may be distributed and lithographic photogravure or other work effaced immediately after execution of an order for the Client unless written arrangements are made to the contrary.
- 6.3 IMC shall be entitled to destroy all material left with it by the Client after twelve months or after giving one month's notice to the client at such earlier time as IMC think reasonable.
- 6.4 All material or other property supplied by the Client to IMC will remain at all times the sole and entire risk of the Client and IMC shall not be under any liability for it.
- 6.5.1 Where the Client supplied IMC with any materials for the use of IMC in the performance of its obligations towards the Client or the Client specifies any materials to be used by IMC in the performance of the said obligations IMC may reject any materials so supplied and/or specified which appear to IMC in its absolute discretion to be unsuitable and where materials are found to be unsuitable during the course of production IMC shall be entitled to charge such additional fee as it shall in its sole discretion think reasonable.
- 6.5.2 Where materials are supplied and/or specified as aforesaid IMC will not be liable if such materials cause defective workmanship unless such defective workmanship is due to the failure of IMC to use reasonable skill and/or care.
- 6.5.3 Where materials are supplied by the client the Client warrants that the quantity of the same shall be adequate including an allowance to cover normal spoilage.

## **7 OUTSIDE ASSISTANCE**

- 7.1 Where IMC considers that it is necessary to use the services of a third party for any reason

whatever it may do so at its own discretion and without first obtaining the consent of the Client.

## **8 DOMAIN NAMES**

- 8.1 The Company reserves the right to charge an administration fee of 25% of the costs charged by registrars for the transfer of domain names to or from domain name registrars. Any costs incurred by The Company on behalf of clients are passed through with administration costs applied.
- 8.2 Domain Names registered on behalf of clients become the property of the client after the agreed and approved registration costs are paid in full.

## **9 HOSTING**

- 9.1 Shared hosting is provided from a third-party hosting company any guarantees of the level of uptime provide by the hosting company and not directly from The Company.
- 9.2 The Company Clients should ensure they maintain a level of insurance cover in respect of any loss or damage to data stored on the website hosting server.
- 9.3 The Company will make incremented back-ups daily of the website data. It is The Client's responsibility to maintain any backups in the event that the hosting provide suffers downtime and/or The Company backup is unavailable.
- 9.4 The Company will automatically invoice for renewal of domain names and/or hosting annually allowing The Client a minimum of 30 days to change renewal requirements.

## **10 LIABILITY AND OTHER CLAIMS**

- 10.1 Where the Client has ordered a quantity of items IMC will use its best endeavours to deliver the correct quantity but the Client agrees that IMC will be allowed an error margin of 5% for work in one colour only and 10% for other work so that in the case of short delivery IMC will be entitled to its full charges subject only to a deduction in respect of the percentage of items undelivered and in case of over delivery IMC will be entitled to charge an additional fee being the same percentage of the agreed fee as the percentage of items over delivered as of the items ordered.
- 10.2 None of the obligations of IMC under this agreement shall be treated as conditions but shall be treated as a warranty only and no breaches of IMC's obligations under this agreement of whatever nature and whatever number shall entitle the Client to repudiate this agreement.
- 10.3 The Client will indemnify and keep indemnified IMC from and against any legal proceedings claims damages losses expenses or liabilities which IMC may incur or sustain as a direct or indirect result of or in connection with any information representation reports data materials supplied prepared or authorised by the Client, particularly in relation to proceedings under the Trade Descriptions Act 1988. Such material to include press releases articles copy scripts artwork and detailed plans or programmes.
- 10.4 IMC shall not be liable either in contract or tort for any loss suffered by the Client either directly or indirectly by reason of any failure of IMC to comply with its obligations.
- 10.5 IMC shall not be liable for any delay in or omission of publication or transmission or any error in any work carried out for the Client unless the Client has given written notice of its

complaint to IMC within 7 days of the matter of complaint arising.

- 10.6 The various provisions of these terms and conditions are severable and if any provision is held to be unenforceable or invalid by a Court of competent jurisdiction then such invalidity of unenforceability will not affect the remaining provisions.
- 10.7.1 The written certificate by IMC that it has performed any services on behalf of or supplied any items to the Client shall be evidence that such services have been performed and such goods have been supplied unless the contrary be proved.
- 10.7.2 The Client shall not be entitled to raise any dispute whatsoever in respect of an invoice submitted to the Client by IMC including without prejudice the generality of this Condition the amount of such invoice unless the Client has given notice in writing to IMC within fourteen days of the date of such invoice.
- 10.7.3 Any complaints about short deliveries of items and about the quality of items delivered must be made by the Client to IMC in writing within seven days of receipt of the items.
- 10.8.1 IMC abide by the rulings of the Advertising Standards Authority by the British Code of Advertising Practice the British Code of Sales Promotion practice the IBA Code of Advertising Standards and Practice for Radio and Television and other Codes of Advertising Standards laid down voluntarily with the advertising industry to ensure that all advertising placed by IMC is legal decent honest and truthful.
- 10.8.2 In order to satisfy the requirements of the Codes referred to in the preceding sub-paragraph or any other statutory requirements the Client agrees to supply to IMC immediately objective factual evidence if so required in support of any product claims the Client wishes IMC to make.
- 10.8.3 The Client agrees to inform IMC without delay if the Client considers that any claim or trade description in an advertisement prepared by IMC is false or misleading in relation to the Client's product or service.

## **11 Terms**

- 11.1 The agreement contained in the schedule hereto contains all the terms agreed between IMC and the Client and shall not be varied by any prior representations made by or on behalf of IMC to the Client or by any terms and conditions sought to be imposed by the Client to regulate the terms of its agreement with IMC.
- 11.2 These terms may not be altered waived or terminated except in writing and signed by a principal of IMC.
- 11.3 Termination of all services provided by Insight is on 3 calendar months written notice unless otherwise agreed in writing.

## **12 CONFIDENTIAL INFORMATION**

- 12.1 IMC will use its best endeavours not to disclose either during or after its terms of appointment by the Client any confidential information resulting from the studies or surveys or investigation commissioned and paid for by the Client but the Client in turn acknowledges IMC's right to use as it sees fit any general intelligence regarding products or services which it has gained in the course of its appointment.

## **13 NOTICES**



- 13.1 Notices and other communications shall be validly given or sent by prepaid recorded delivery post or left at the address of IMC or the Client as the case may be specified in the schedule to this agreement or such other address as may have been notified to the party serving the notice by the other party in writing and acknowledged by the party in receipt of the notice in writing and all notices shall be deemed to have been received within two days of despatch.

**14 RELEVANT LAW**

- 14.1 This agreement shall be construed in accordance with English Law and at all times be subject to the jurisdiction of the Courts of England and Wales.